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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

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| UNITED STATES OF AMERICA<br>v.<br>WILLIAM CLARENCE STEARMAN III (1) | Criminal No. __________<br>3-15CR0230-P |

# PLEA AGREEMENT

William Clarence Stearman III, defendant, George Tomas "Tom" Rhodus, defendant's attorney, and the United States of America (the "government"), agree as follows:

1. **Rights of the defendant**: Stearman understands that he has the right:

   a. to have the charges against him returned by a grand jury;

   b. to plead not guilty;

   c. to have a trial by jury;

   d. to have his guilt proved beyond a reasonable doubt;

   e. to confront and cross-examine witnesses and to call witnesses in his defense; and

   f. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty**: Stearman waives these rights and pleads guilty to the offense alleged in Count One of the information, which charges a violation of 26 U.S.C. § 7212(a), being corruptly endeavoring to obstruct or impede the

due administration of the Internal Revenue laws. Stearman understands the nature and elements of the crime to which he is pleading guilty, and agrees that the Factual Résumé he has signed is true and will be submitted as evidence.

3. **Sentence**: The maximum penalties the Court can impose include:

a. imprisonment for a period not to exceed three (3) years;

b. a fine not to exceed $250,000;

c. a term of supervised release of not more than one year which may be mandatory under the law and will follow any term of imprisonment. If Stearman violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;

d. a mandatory special assessment of $100;

e. restitution to the United States for all taxes, interest and penalties that defendant personally owes to the United States for tax years 2007 through 2009, inclusive, to which Stearman specifically agrees; and

f. the costs of prosecution.

4. **Court's sentencing discretion and role of the Guidelines**: Stearman understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Stearman has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Stearman will not be allowed to withdraw his plea if his sentence is higher than expected. Stearman fully understands that the actual

sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

5. **Mandatory special assessment**: Prior to sentencing, Stearman agrees to pay to the U.S. District Clerk the amount of $100, in satisfaction of the mandatory special assessment in this case.

6. **Defendant's agreement**: Stearman shall cooperate with the government, and will, if requested to do so by the Internal Revenue Service (IRS), provide the IRS with information regarding tax years 2007 through 2010, inclusive, and will pay all additional taxes due, penalties, interest assessed by the IRS, and any additional amounts determined by the IRS to be owing as a result of any computational errors. Nothing in this agreement limits the ability of the IRS to examine and make adjustments to defendant's filed returns. Stearman agrees to waive any and all objections that could be asserted to the Examination Division of the IRS receiving materials obtained during the investigation of this matter, including material obtained through grand jury subpoena, if any. Stearman agrees to give truthful and complete information and/or testimony concerning his participation in the offense of conviction and knowledge of criminal activities. Upon demand, Stearman shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. Stearman expressly authorizes the United States Attorney's Office to immediately obtain a credit report on him in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. Stearman fully understands that any financial obligation imposed by the court, including

a restitution order and/or the implementation of a fine, is due and payable immediately. In the event the Court imposes a schedule for payment of restitution, defendant agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy defendant's full and immediately enforceable financial obligation. Stearman understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the court. In the event the Court imposes a schedule for payment of restitution, defendant agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy defendant's full and immediately enforceable financial obligation. Stearman understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the court.

7. **Government's agreement**: The government will not bring any additional charges against Stearman based upon the conduct underlying and related to his plea of guilty. The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. This agreement is limited to the United States Attorney's Office for the Northern District of Texas and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Stearman or any property.

8. **Violation of agreement**: Stearman understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, or if he fails to appear for sentencing, the government will be free from any obligations of the agreement

and free to prosecute Stearman for all offenses of which it has knowledge. In such event, Stearman waives any objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, Stearman also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

9. **Voluntary plea**: This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

10. **Defendant's rights:** Stearman also understands that, by pleading guilty, he may be giving up valuable government benefits and valuable civil rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Stearman further understands that the conviction in this case may subject him to various collateral consequences, including but not limited to deportation, revocation of probation, parole, or supervised release in another case, and suspension or revocation of a professional license. Defendant understands that unanticipated collateral consequences will not serve as grounds to withdraw defendant's guilty plea.

11. **Waiver of right to appeal or otherwise challenge sentence:** Defendant waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal from his conviction and sentence. He further waives his right to contest his conviction and sentence in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and

28 U.S.C. § 2255. Stearman however, reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

12. **Representation of counsel:** Stearman has thoroughly reviewed all legal and factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Stearman has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Stearman has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.

13. **Entirety of agreement:** This document is a complete statement of the parties= agreement and may not be modified unless the modification is in writing and signed by all parties.

AGREED TO AND SIGNED this 20th day of May, 2015.

JOHN R. PARKER, ACTING
UNITED STATES ATTORNEY

WILLIAM CLARENCE STEARMAN III
Defendant

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Deputy Chief, Criminal Division
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I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.

WILLIAM CLARENCE STEARMAN III
Defendant

Date: May 20, 2015

I am defendant's counsel. I have carefully reviewed every part of this Plea Agreement with defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.

GEORGE TOMAS "TOM" RHODUS
Attorney for Defendant

Date: May 20, 2015